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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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BARRY SHY, an individual;
11 MANHATTAN LOFT, LLC, a
12 California limited liability company,

13 Plaintiffs,

14 v.

15 THE INSURANCE COMPANY OF
16 THE STATE OF PENNSYLVANIA, a
17 corporation; and DOES 1-40 inclusive,

18 Defendants.

19

CASE NO.: CV10-1415 DSF (MANx)

**PROTECTIVE ORDER ENTERED
PURSUANT TO THE PARTIES'
STIPULATION**

20

21 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the
22 parties' Stipulated Protective Order ("Stipulation") filed on March 22, 2011, the terms
23 of the protective order to which the parties have agreed are adopted as a protective
24 order of this Court, which generally shall govern the pretrial phase of this action, except
25 to the extent, as set forth below, that those terms have been substantively modified by
26 the Court's amendment of Sections 5.2(b), 9(a), 11, and 12.3 of the Stipulation.

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1 The parties are expressly cautioned that the designation of any information,
2 document, or thing as “CONFIDENTIAL,” or other designation(s) used by the parties,
3 does not, in and of itself, create any entitlement to file such information, document, or
4 thing, in whole or in part, under seal. Accordingly, reference to this Protective Order or
5 to the parties’ designation of any information, document, or thing as
6 “CONFIDENTIAL,” or other designation(s) used by parties, is wholly insufficient to
7 warrant a filing under seal.

8 There is a strong presumption that the public has a right of access to judicial
9 proceedings and records in civil cases. In connection with non-dispositive motions,
10 good cause must be shown to support a filing under seal. The parties’ mere designation
11 of any information, document, or thing as “CONFIDENTIAL,” or other designation(s)
12 used by parties, does not — without the submission of competent evidence, in the form
13 of a declaration or declarations, establishing that the material sought to be filed under
14 seal qualifies as confidential, privileged, or otherwise protectable — constitute good
15 cause.

16 Further, if sealing is requested in connection with a dispositive motion or trial,
17 then compelling reasons, as opposed to good cause, for the sealing must be shown, and
18 the relief sought shall be narrowly tailored to serve the specific interest to be protected.
19 *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
20 item or type of information, document, or thing sought to be filed or introduced under
21 seal in connection with a dispositive motion or trial, the party seeking protection must
22 articulate compelling reasons, supported by specific facts and legal justification, for the
23 requested sealing order. Again, competent evidence supporting the application to file
24 documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectible in its
26 entirety will not be filed under seal if the confidential portions can be redacted. If
27 documents can be redacted, then a redacted version for public viewing, omitting only
28 the confidential, privileged, or otherwise protectible portions of the document, shall be

1 filed. Any application that seeks to file documents under seal in their entirety should
2 include an explanation of why redaction is not feasible.

3 **THE PARTIES ARE DIRECTED TO REVIEW CAREFULLY AND ACT**
4 **IN COMPLIANCE WITH ALL ORDERS ISSUED BY THE HONORABLE**
5 **DALE S. FISCHER, UNITED STATES DISTRICT JUDGE, INCLUDING**
6 **THOSE APPLICABLE TO PROTECTIVE ORDERS AND FILINGS UNDER**
7 **SEAL.**

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9 **TERMS OF PROTECTIVE ORDER**

10 1. [OMITTED BY THE COURT]

11 2. **DEFINITIONS**

12 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation
13 of information or items under this Protective Order.

14 2.2 **"CONFIDENTIAL" Information or Items:** information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify
16 for protection under Federal Rule of Civil Procedure 26(c).

17 2.3 **Counsel (without qualifier):** Outside Counsel of Record and House
18 Counsel (as well as their support staff).

19 2.4 **Designating Party:** a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 "CONFIDENTIAL."

22 2.5 **Disclosure or Discovery Material:** all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained
24 (including, among other things, testimony, transcripts, and tangible
25 things), that are produced or generated in disclosures or responses to
26 discovery in this matter.

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- 1 2.6 **Expert:** a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel
3 to serve as an expert witness or as a consultant in this action.
- 4 2.7 **House Counsel:** attorneys who are employees of a party to this action.
5 House Counsel does not include Outside Counsel of Record or any other
6 outside counsel.
- 7 2.8 **Non-Party:** any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.
- 9 2.9 **Outside Counsel of Record:** attorneys who are not employees of a party
10 to this action but are retained to represent or advise a party to this action
11 and have appeared in this action on behalf of that party or are affiliated
12 with a law firm which has appeared on behalf of that party.
- 13 2.10 **Party:** any party to this action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record
15 (and their support staff).
- 16 2.11 **Producing Party:** a Party or Non-Party that produces Disclosure or
17 Discovery Material in this action.
- 18 2.12 **Professional Vendors:** persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits
20 or demonstrations, and organizing, storing, or retrieving data in any form
21 or medium) and their employees and subcontractors.
- 22 2.13 **Protected Material:** any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."
- 24 2.14 **Receiving Party:** a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 **3. SCOPE**

27 The protections conferred by this Protective Order cover not only Protected
28 Material (as defined above) but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material. However, the protections conferred by
4 this Protective Order do not cover the following information: (a) any information that
5 is in the public domain at the time of disclosure to a Receiving Party or becomes part of
6 the public domain after its disclosure to a Receiving Party as a result of publication not
7 involving a violation of this Protective Order, including becoming part of the public
8 record through trial or otherwise; and (b) any information known to the Receiving Party
9 prior to the disclosure or obtained by the Receiving Party after the disclosure from a
10 source who obtained the information lawfully and under no obligation of confidentiality
11 to the Designating Party. Any use of Protected Material at trial shall be governed by a
12 separate order.

13 **4. DURATION**

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Protective Order shall remain in effect until a Designating Party agrees
16 otherwise in writing or a court order otherwise directs. Final disposition shall be
17 deemed to be the later of: (1) dismissal of all claims and defenses in this action, with or
18 without prejudice; and (2) final judgment herein after the completion and exhaustion of
19 all appeals, rehearings, remands, trials, or reviews of this action, including the time
20 limits for filing any motions or applications for extension of time pursuant to applicable
21 law.

22 **5. DESIGNATING PROTECTED MATERIAL**

23 **5.1 Exercise of Restraint and Care in Designating Material for Protection**

24 Each Party or Non-Party that designates information or items for
25 protection under this Protective Order must take care to limit any such
26 designation to specific material that qualifies under the appropriate
27 standards. The Designating Party must designate for protection only those
28 parts of material, documents, items, or oral or written communications

1 that qualify – so that other portions of the material, documents, items, or
2 communications for which protection is not warranted are not swept
3 unjustifiably within the ambit of this Protective Order.

4 Mass, indiscriminate, or routinized designations are prohibited.
5 Designations that are shown to be clearly unjustified or that have been
6 made for an improper purpose (*e.g.*, to unnecessarily encumber or retard
7 the case development process or to impose unnecessary expenses and
8 burdens on other parties) expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or
10 items that it designated for protection do not qualify for protection, that
11 Designating Party must promptly notify all other Parties that it is
12 withdrawing the mistaken designation.

13 **5.2 Manner and Timing of Designations**

14 Except as otherwise provided in this Protective Order (*see, e.g.*, the
15 second paragraph of Section 5.2(a) below), or as otherwise stipulated or
16 ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Protective Order must be clearly so designated before the
18 material is disclosed or produced or within 30 days of entry of this
19 Protective Order, whichever is later. Designation in conformity with this
20 Protective Order requires:

21 (a) Documents

22 For information in documentary form (*e.g.*, paper or electronic
23 documents, but excluding transcripts of depositions or other pretrial
24 or trial proceedings), that the Producing Party affix the legend
25 "CONFIDENTIAL" to each page that contains protected material. If
26 only a portion or portions of the material on a page qualifies for
27 protection, the Producing Party also must clearly identify the

1 protected portion(s) (*e.g.*, by making appropriate markings in the
2 margins).

3 A Party or Non-Party that makes original documents or materials
4 available for inspection need not designate them for protection until
5 after the inspecting Party has indicated which material it would like
6 copied and produced. During the inspection and before the
7 designation, all of the material made available for inspection shall be
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified
9 the documents it wants copied and produced, the Producing Party
10 must determine which documents, or portions thereof, qualify for
11 protection under this Protective Order. Then, before producing the
12 specified documents, the Producing Party must affix the
13 “CONFIDENTIAL” legend to each page that contains Protected
14 Material. If only a portion or portions of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify
16 the protected portion(s) (*e.g.*, by making appropriate markings in the
17 margins).

18 Material that is produced by a third-party pursuant to a subpoena
19 or by the opposing party within the litigation, may be designated by a
20 Party as “CONFIDENTIAL.” For purposes of this paragraph,
21 “maintained as confidential” means that the material would not be
22 produced to the public absent a subpoena. The Party has 30-days
23 from receipt of the subpoenaed documents or from entry of this
24 Protective Order, whichever is later, to designate subpoenaed
25 documents as “CONFIDENTIAL.” For material produced by a third-
26 party pursuant to a subpoena following the date of entry of this
27 Protective Order, all such subpoenaed material shall be deemed
28 “CONFIDENTIAL” for the 30-day period following its initial receipt

1 by a Party desiring to designate documents as "CONFIDENTIAL."

2 Notwithstanding the foregoing, in no event will records otherwise
3 available to the public be deemed "CONFIDENTIAL."

4 (b) Testimony

5 For testimony given in depositions, that the Designating Party
6 identify on the record, before the close of the deposition, all protected
7 testimony.

8 (c) Other Information and Tangible Items

9 For information produced in some form other than documentary
10 and for any other tangible items, that the Producing Party affix in a
11 prominent place on the exterior of the container or containers in
12 which the information or item is stored the legend
13 "CONFIDENTIAL." If only a portion or portions of the information
14 or item warrant protection, the Producing Party, to the extent
15 practicable, shall identify the protected portion(s).

16 **5.3 Inadvertent Failures to Designate**

17 If timely corrected, an inadvertent failure to designate qualified
18 information or items does not, standing alone, waive the Designating
19 Party's right to secure protection under this Protective Order for such
20 material. Upon timely correction of a designation, the Receiving Party
21 must make reasonable efforts to assure that the material is treated in
22 accordance with the provisions of this Protective Order.

23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 **6.1 Timing of Challenges**

25 Any Party or Non-Party may challenge a designation of
26 confidentiality at any time. Unless a prompt challenge to a Designating
27 Party's confidentiality designation is necessary to avoid foreseeable,
28 substantial unfairness, unnecessary economic burdens, or a significant

1 disruption or delay of the litigation, a Party does not waive its right to
2 challenge a confidentiality designation by electing not to mount a
3 challenge promptly after the original designation is disclosed.

4 **6.2 Notice of Challenge**

5 The Challenging Party shall initiate the dispute resolution process
6 by providing written notice of each designation it is challenging and
7 describing the reasons and bases for each challenge. To avoid ambiguity
8 as to whether a challenge has been made, the written notice must recite
9 that the challenge to confidentiality is being made in accordance with this
10 specific Section of the Protective Order.

11 **6.3 Meet and Confer**

12 The parties shall attempt to resolve each challenge in good faith and
13 must begin the process by conferring directly within 14 days of the date of
14 service of notice. The parties should attempt to engage in voice to voice
15 dialogue *in lieu* of, or in addition to, written conferral. The Challenging
16 Party must explain the reasons and bases for the belief that the
17 confidentiality designation was not proper and must give the Designating
18 Party an opportunity to review the designated material, to reconsider the
19 circumstances, and, if no change in designation is offered, to explain the
20 basis for the chosen designation. A Challenging Party may proceed to the
21 next stage of the challenge process only if it has engaged in this meet and
22 confer process first or establishes that the Designating Party is unwilling
23 to participate in the meet and confer process in a timely manner.

24 **6.4 Judicial Intervention**

25 If the Parties cannot resolve a challenge without intervention of the
26 Court, the Designating Party shall file and serve a motion to retain
27 confidentiality within 21 days of the initial notice of challenge or within
28

14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.

Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation.

In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case

only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Protective Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

- (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;
- (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (d) the Court and its personnel;
- (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is

1 reasonably necessary for this litigation and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
3 (f) during their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary and who have signed the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
6 Designating Party or ordered by the Court. Pages of transcribed
7 deposition testimony or exhibits to depositions that reveal Protected
8 Material must be separately bound by the court reporter and may not
9 be disclosed to anyone except as permitted under this Protective Order.
10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the
12 information.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
14 **IN OTHER LITIGATION**

15 If a Party is served with a subpoena or court order issued in other litigation that
16 compels disclosure of any information or items designated in this action as
17 “CONFIDENTIAL,” that Party must:

- 18 (a) Promptly provide written notification to the Designating Party. Such
19 notification shall include a copy of the subpoena or court order;
- 20 (b) Promptly provide written notification to the party who caused the
21 subpoena or order to issue in the other litigation that some or all of the
22 material covered by the subpoena or order is subject to this Protective
23 Order. Such notification shall include a copy of this Protective Order; and
- 24 (c) Cooperate with respect to all reasonable procedures sought to be pursued
25 by the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order or otherwise serves
27 written objections to the production of “CONFIDENTIAL” documents, the Party
28 served with the subpoena or court order shall not produce any information designated in

1 this action as “CONFIDENTIAL” before a determination by the court from which the
2 subpoena or order issued, unless the Party has obtained the Designating Party’s written
3 permission. The Designating Party shall bear the burden and expense of seeking
4 protection in that court of its confidential material – and nothing in these provisions
5 should be construed as authorizing a Receiving Party in this action to disobey a lawful
6 directive from another court.

7 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
8 PRODUCED IN THIS LITIGATION**

9 (a) The terms of this Protective Order shall be applicable to information
10 produced in this action and designated as “CONFIDENTIAL” by a Non-Party, **who or**
11 **which has agreed in writing to be bound by this Protective Order.** Such
12 information produced by any such Non-Party in connection with this litigation will then
13 be protected by the remedies and relief provided by this Protective Order. Nothing in
14 these provisions should be construed as prohibiting a Non-Party from seeking
15 additional protections.

16 (b) In the event that a Party is required by a valid discovery request to produce
17 a Non-Party’s confidential information in its possession, and the Party is subject to an
18 agreement with the Non-Party not to produce the Non-Party’s confidential information,
19 then the Party shall:

- 20 1. Promptly provide written notification to the Requesting Party and
21 the Non-Party that some or all of the information requested is
22 subject to a confidentiality agreement with a Non-Party;
- 23 2. Promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this litigation, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and
- 27 3. Make the information requested available for inspection by the
28 Non-Party.

9 | 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Protective Order, the Receiving Party must immediately:

- 13 (a) Provide written notification to the Designating Party of the unauthorized
14 disclosures;

15 (b) Use its best efforts to retrieve all unauthorized copies of the Protected
16 Material;

17 (c) Inform the person or persons to whom unauthorized disclosures were
18 made of all the terms of this Protective Order; and

19 (d) Request such person or persons to execute the “Acknowledgment and
20 Agreement to Be Bound” that is attached hereto as Exhibit A.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

²⁷ ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this Court.

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
2 may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may **submit, for the Court's consideration, a jointly proposed order, which**
7 **sets forth that agreement.**

8 **12. MISCELLANEOUS**

9 **12.1 Right to Further Relief.**

10 Nothing in this Protective Order abridges the right of any person to seek
11 its modification by the Court in the future.

12 **12.2 Right to Assert Other Objections.**

13 By stipulating to the entry of this Protective Order no Party waives any
14 right it otherwise would have to object to disclosing or producing any
15 information or item on any ground not addressed in this Protective Order.
16 Similarly, no Party waives any right to object on any ground to use in
17 evidence of any of the material covered by this Protective Order.

18 **12.3 Filing Protected Material.**

19 (i) Without written permission from the Designating Party or Court
20 order secured after appropriate notice to all interested persons, a
21 Party may not file in the public record in this action any Protected
22 Material. **If a Party wishes to submit to the court for filing a**
document that has been designated "CONFIDENTIAL" by
another Party, the submitting Party must give the Designating
Party five calendar days notice of intent to file. If the
Designating Party objects, it should notify the submitting Party
and file an application to file the documents under seal within
two court days.

19 | 13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in Section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this paragraph, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Upon the receipt of a written request, whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms

1 that the Receiving Party has not retained any copies, abstracts, compilations, summaries
2 or any other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
4 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
5 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
6 consultant and expert work product, even if such materials contain Protected Material.
7 Any such archival copies that contain or constitute Protected Material remain subject
8 to this Protective Order as set forth in Section 4 (DURATION). **The provisions of this**
9 **Section 13 do not, of course, apply to Protected Material or copies of Protected**
10 **Material filed with the Court.**

11 **IT IS SO ORDERED.**

12 Dated: March 24, 2011

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14 _____

15 MARGARET A. NAGLE
16 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name],
of _____ [print full address], declare
under penalty of perjury that I have read in its entirety and understand the Protective
Order that was issued by the Court on _____ [print full date] in the case
of Barry Shy, et al. v. Ins. Co. of the State of PA, United States District Court, Central
District of California Case No. CV10-1415 DSF (MANx).

I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of the United States District Court, Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

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III

1 I hereby appoint: _____
2 _____
3 _____

4 [print full name, address and telephone number] as my California agent for service of
5 process in connection with this action or any proceedings related to enforcement of this
6 Protective Order.

7 Date: _____
8 _____

9 City and State where sworn and
10 signed: _____

11 Printed name: _____
12 _____

13 Signature: _____
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